

ADMINISTRATION TEAM MINUTES

Date: December 9, 2005
Time: 9:00 am
Place: Tacoma AGC Building

<u>Attending</u>	Mark Borton	<u>✓</u>	David Jones	<u>✓</u>	Mark Rohde	<u> </u>
	Jerry Brais	<u>✓</u>	David Mariman	<u>✓</u>	Mark Scoccolo	<u>✓</u>
	Forrest Dill	<u>✓</u>	Craig McDaniel	<u>✓</u>	Dave Standahl	<u>✓</u>
	Bob Glenn	<u>✓</u>	Tina Nelson	<u>✓</u>	Greg Waugh	<u>✓</u>
	Paul Gonseth	<u>✓</u>	Cathy Nicholas	<u>✓</u>	Tom Zamzow	<u> </u>
	Tim Hayner	<u>✓</u>	Ken Olson	<u>✓</u>		
	Ann Hegstrom	<u> </u>	Roger Palfenier	<u>✓</u>		

Guest: Rick Smith, WSDOT Innovative Project Delivery Director.

New Business

Biztrack – The WSDOT Office of Equal Opportunity has developed an application that allows the electronic submittal of DBE documentation. We are considering a modification of the Specifications to allow use of the application. It was suggested that we not forget that Local Agencies use WSDOT specs, so the use of Biztrack should not be mandatory in the Standard Specifications. Training needs to be provided for contractors, but should be fairly simple because the application is not complicated. Implementation of new contract provisions is expected by April 2006.

Lump Sum Landscaping – Greg Waugh contacted Terra Dynamics to discuss the concept of LS landscaping. Terra provided a lot of input and an offer of participation. It was noted that landscaping is a roadway item and the issue is more appropriate for the Roadway Team.

Membership – Mike Hall has dropped from the Team, leaving another contractor opening.

Local Preference – The Lead Team discussed the fact that increased funding will bring increased competition from out-of-state contractors. Some states (Nevada and Alaska, for example) have “local preference” provisions. Will WSDOT consider implementing a local preference? There has already been some discussion of preferring contractors with

good performance evaluations. Rick Smith commented that this has been discussed in the Design-Build arena in the form of limiting the size of contracts so that smaller firms can still compete. The Team concluded that preference provisions may not apply to federally funded projects.

Fuel Cost Adjustment – Equipment Watch has distributed a memo providing methods for adjusting operating rates due to changes in fuel costs. Nobody really knows if or how to apply this new data. Questions about the memo were numerous. Is this an update? Does the AGC Rental Agreement address this, or does it need to be modified to address it? How does this affect our contracts? The Team affirmed the philosophy behind Force Account payment; that contractors cannot manage the risks associated with Force Account work and need to be fully reimbursed for their costs. **ACTION** - WSDOT will research this info and provide a response as to how this affects contractor payments for Force Account work.

Questions arose about the Fuel Cost Adjustment provision that was included in the Sahalee Way project. Why was this included when this Team repeatedly concluded that none should exist? The direction to include this provision came from WSDOT executive management, and is due to the risks associated with this projects' extraordinary contract length (approximately 950 working days). It was written based on comparison with several other states provisions, and incorporated existing Federal guidelines on the subject. It is not created to be a total cost recovery for fuel cost changes, but to absorb some of the risks. It is designed to be easy to apply, since there was endless opportunity to complicate it. The use of this provision is being restricted to only this project.

Old Business

Critical Materials Suspension, Section 1-08.5 - The question arose whether a critical materials provision even needs to exist with the new allowance for a time extension described in this Teams rewrite of Section 1-08.8. The group concluded that there are two types of material procurement delays, those that are known and those unanticipated. Our contracts should address both conditions.

Allowing contractors to submit a list of critical materials at the time of bid could cause problems. This may unbalance the playing field during the bid process, and should be avoided.

Contractors reported that only rarely does a supply agreement include damage provisions for delayed delivery. Built-in relief of damages for procurement delays will not impact a Contractors ability to “motivate” their suppliers.

Some procurement problems exist because of the Buy America requirements, especially for structural steel. However, the Buy America law is still in effect despite the existing of NAFTA and other trade agreements, and FHWA is not willing to budge on applying

this requirement. The \$2500 maximum value is an old number. Some recent FHWA information on the Buy America requirement is attached.

The Team proposed that the existing GSP's for critical materials be modified to provide a fill-in for the type of material subject to a suspension of contract time. Directions for completing the fill-in may need to be included in the Plans Prep manual, and in the directions for using the GSP. FHWA gave a conceptual green-light for applying the provision in this manner. ACTION – Revise existing GSP with a fill-in for materials subject to suspension.

Complex Progress Schedules, Section 1-08.3 - Forrest distributed the attached five-page document containing discussion points about complex schedule attributes. The content is based on schedule provisions currently being used in WSDOT Design-Build contracts, FHWA Standard Specifications, and Colorado DOT provisions. Complex projects or complex schedules should not require a complex specification. Some highlights of the discussion follow.

- Cost loading and resource loading should not be required.
- Specifying proprietary software must be avoided.
- Specifications should include a turnaround time by the owner.
- Specifying maximum activity durations may only complicate the schedule, and longer durations should be allowed when they are reasonable.
- Specifying float ownership may cause float to be sequestered and result in a negative affect. Changes in activity sequence and duration that consume float should be communicated.
- Monthly schedule updates should be required. This should really be more of a process rather than a product, and should result in a discussion of project issues and progress. How do you specify this?
- Early completion that is delayed by the unavailability of Owner resource is not compensable. Is this enforceable and has it been challenged? Should this type of language be included in the provision? The Attorney General has commented that it is important and needs to be included.
- A bid item for schedules should be included.
- Complex schedules should apply to multi-season jobs, those with many stages, or high cost projects. How are these defined? It was suggested that the provision should be used only with HQ approval.

It was suggested that the author of the Design-Build complex schedule provision be invited to the discussion for a better understanding of the concepts included in that specification.

Next Meeting

The next meetings are scheduled for:

Friday, January 13, 2006

Friday, February 10

Friday, March 10

Friday, April 14

Friday, May 12

The meeting adjourned at 12:00 noon.

Subject Area	Sponsor
Section 1-08.3	Craig McDaniel
1-08.3 alternate simple job	Paul Gonseth
1-08.3 alternate complex job	Forrest Dill
Section 1-08.4	David Mariman
Section 1-08.5	Paul Gonseth/Greg Waugh
Section 1-08.5 (sub) Critical Materials Spec	Mark Borton
Section 1-08.5 (sub) Variable Start Date	Dave Standahl
Section 1-08.5 (sub) Alternate Shifts (could be a family of specs)	Tim Hayner
Section 1-08.5 (sub) Work not Allowed (events, traffic, permit provisions)	Paul Gonseth
Section 1-08.6	Dave Jones
Section 1-08.7	Ann Hegstrom
Section 1-08.8	Mark Scoccolo
Review, Summarize Region Specials	Craig McDaniel

Team's "Round Tuit" List (cont)

1. Tort Claims Liability/Accident Reports
2. Bid Item for On-site Overhead

Administration Team

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3. Disputes Review Boards
4. Joint Training—Documentation
5. Payroll, Wage Administration procedures
6. Materials on Hand provisions
7. Web-Based Construction Management

Mariman, Dave

From: Nicholas, Cathy (FHWA)
Sent: Thursday, December 15, 2005 10:48 AM
To: Mariman, Dave
Cc: Brecto, Barry (FHWA); Hughes, Gary (FHWA)
Subject: Buy America Information

Hi Dave,
Here is the information from SAFETEA-LU about Buy America. I said I would get this at the last AGC/WSDOT meeting.
Here is a scanned version of the language from SAFETEA-LU.

There does not seem to be anything new in this provision. In looking at background information from the House and Senate bills and then the conference substitute there is more info about the reason for the inclusion in SAFETEA-LU. The conference bill said "The committee is concerned that the States are inconsistently interpreting certain Buy America provisions of Federally-funded highway projects. To clear up these inconsistencies, we are reiterating our intent concerning the proper application of the "minimal use" exception to Buy America in these projects." The House bill states "The problem that is emerging in the highway bridge industry is that project managers are attempting to circumvent the Buy America requirement by breaking bridge projects into component parts and then applying the 25% test separately to each of the component parts, rather than to the entire bridge project as required by law. ...This provision is intended to end any confusion or misinterpretation of the law....."

It appears that Congress just wants to reiterate what the requirements are. If we receive guidance from our HQ office in the future I will provide that as well.

Please include whatever portion of this in the notes.
Thanks.

<<BuyAmerica.pdf>>

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SEC. 1928. SENSE OF CONGRESS REGARDING BUY AMERICA.

It is the sense of Congress that—

(1) the Buy America test required by section 165 of the Surface Transportation Assistance Act of 1982 (23 U.S.C. 101 note) needs to be applied to an entire bridge project and not only to component parts of such project;

(2) the law clearly states that domestic materials must be used in Federal highway projects unless there is a finding that the inclusion of domestic materials will increase the cost of the overall project by more than 25 percent;

(3) uncertainty regarding how to apply Buy America laws for major bridge projects threatens the domestic bridge industry;

(4) because the Nation's unemployment rate continues to hover around 5.6 percent, steps are needed to protect American workers and the domestic bridge building industry; and

(5) the Buy American Act (41 U.S.C. 10a et seq.) was designed to ensure that, when taxpayer money is spent on direct Federal Government procurement and infrastructure projects, these expenditures stimulate United States production and job creation.

**AGC/WSDOT Administration Team
Complex Project Schedule – Alternate Specification
Forrest D. Dill - September 16, 2005**

Complex Schedule Narrative and Outline

The following narrative and outline are intended to guide a discussion in the AGC/WSDOT Administration Committee of a potential new Complex Schedule specification for WSDOT.

The difference between a complex project schedule and a simple project schedule is the increased quantity and complexity of relationships between activities and potentially the increased resources required to make the schedule milestones.

CPM's for all projects should be developed with activities, durations, and logic that are reasonable for the work, the resources available, the weather, and all the extenuating circumstances.

The secret to compliance with the more complex schedules is the attention given to the schedule details by supervision and management. The three-week schedule, that is developed every week, should be developed in detail by hand with the CPM milestones clearly understood. The 90-day schedule that is developed approximately every 45 days should also be done by hand with less detail than the three-week schedule but more detail than the CPM.

The CPM is a tool to understand the schedule in as simple terms as possible. The CPM should not be used to pay the Contractor since it only detracts from its use in scheduling. Cost is not often linear with the schedule. Payment should be based on quantities or percentages complete not on the schedule progress.

Resource loading may be required when activity durations are short, simultaneous activities may exhaust resources, or the logic is based on resources. However, most WSDOT project schedules do not need to be resource loaded.

In order to properly manage the Project CPM the as-built CPM should be reviewed monthly and updated as often as necessary (every 2 months should be adequate). The monthly review of the project schedule history and the project completion schedule are both necessary tools to meet or beat the project milestones.

The following is an outline of a complex schedule specification taken from WSDOT D-B, FHWA, and Colorado DOT specifications.

1. Describe Schedule Type
 - a. CPM
2. Mandatory Schedule Software
 - a. Primavera P3EC or Primavera SureTrak (?) files saved in Concentric P3EC

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- b. Default Progress Data Disallowed: Actual Start and Actual Finish dates shall not be automatically updated by default mechanisms that may be included in the scheduling software system. Actual Start and Actual Finish dates on the schedule shall match the dates contained in the Design-Builder's QA/QC documentation. Work activities will be updated by actual work progression rather than being cash flow driven. Actual labor and equipment hours used on activities shall be derived from the Design-Builder's contemporaneous Project diaries and daily reports.
- 3. Software Settings:
 - a. The updating of "percent of payment" and "actual progress to date" of any activity shall be independent functions; program features that calculate one of these parameters from the other shall be disabled.
 - b. Schedule calculations and out-of-sequence progress (if applicable) shall be handled through retained logic, not progress override.
 - c. All activity durations and float values will be shown in days; time will not be shown in the duration display. Date format will be dd-mm-yy (i.e., 11-DEC-02).
 - d. Duration type shall be "Fixed Duration and Units".
 - e. Percent complete type shall be "Duration".
 - f. Activity type will be set to "Task Dependent".
- 4. When Schedule is to be submitted
 - a. Preliminary 90-Day Schedule due within 14 days of Notice to Proceed
 - b. Contract Schedule due within 30 days of Notice to Proceed
 - c. As-built CPM – 30 days after Substantial Completion or Physical Completion?
- 5. Reporting requirements
 - a. Schedule Update – when – weekly, monthly, or quarterly
 - b. Narrative
 - c. Schedule update submittal requirements
 - i. Narrative to support changes to logic or substantial duration
 - ii. Claims Digger
 - d. Number of printed copies and electronic disks
- 6. Schedule Requirements
 - a. Minimum schedule activity requirements
 - i. Activity description
 - ii. Activity duration – limit to 30 or 60 days maximum (longer durations should be allowed when its reasonable)
 - iii. Mandatory interdependence of all activities

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- iv. Trade or entity performing the work
 - b. Constraints – not allowed unless a contract or permit constraint
 - c. Lags – not allowed to replace an activity – explain if used
 - d. Cost and resource loading – link to cost accounting system (not recommended)
 - e. Multiple calendars
 - f. Schedule update must be with actual production dates with estimated remaining durations
- 7. WSDOT approval of Contract Schedule or updates shall not transfer responsibility to WSDOT
- 8. Who owns the float?
 - a. The Project should own the float, however, the Contractor should include all resource links to make the critical paths are properly described based on the estimated resources. If the Owner uses float that costs the Contractor more money than budgeted, the Owner should compensate the Contractor.
- 9. The monthly schedule update shall include:
 - a. Determine and highlight critical path Work from initial plans as Work progresses
 - b. Identify progress against schedule for each identified Work item
 - c. Forecast completion dates from current progress
 - d. Highlight rescheduled Work in any area, which is out of the required sequence
 - e. Determine any physical area that requires more resources than originally allocated
 - f. Forecast future conflicts in any area
 - g. Provide estimates of time and dollars required at the lowest Work element tracked, based upon current expenditures versus schedule
- 10. The Design-Builder shall also include with each Monthly Update Schedule a narrative progress summary describing:
 - a. Plans for the forthcoming report period, including Design Document submittals,
 - b. All potential delays and problems, their estimated price and schedule impacts (if any), and an explanation of corrective action taken or proposed and its expected effect,

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- c. Percentage of total schedule period consumed,
- d. Tabular reports listing all activities with 10 days or less float, whether on, ahead of or behind schedule,
- e. Cumulative schedule productivity this period and to date by each major design and construction activity,
- f. Goals for the next reporting period (such as progress on activities, problems or mediation),
- g. Changes to activity logic and durations
- h. Discussion of activities with more than 20 days variance from Baseline Finish Dates,
- i. Discussion of schedule recovery plan (if appropriate),
- j. (h) 60-day look ahead narrative report on all Governmental Approvals required.
- k. In addition to the narrative progress summary, with each updated schedule submission, provide a computer generated log report using recognized schedule comparison software listing all changes made between the previous schedule and current updated schedule. Identify the name of the previous schedule and name of the current schedule being compared. This report will as a minimum show changes for: Added & Deleted Activities, Original Durations, Remaining Durations, Activity Percent Complete, Total Float, Free Float, Calendars, Descriptions, Constraints (added, deleted or changed), Actual Starts/Finishes, Added/Deleted Resources, Resource Quantities, Costs, Resource Percents, Added/Deleted Relations, Changed Relation Lags, Changed Driving Relations, and Changed Critical Status.

The Design-Builder shall provide sufficient material, equipment, and labor to complete the Project by the deadline for Completion and meet all other contractual deadlines.

In the event the Design-Builder's actual Project progress differs by more than 20 days from the approved schedule, the Design-Builder shall submit a corrected schedule within 15 days of discovery of difference in the schedule. If necessary, the new schedule shall include full details of how the Design-Builder intends to recover lost time, including additional resources, shifts, or other measures that the Design-Builder proposes to employ. No further progress payments will be made until an acceptable schedule is submitted and approved by WSDOT. All costs incurred by the Design-Builder in preparing and achieving the updated schedule shall be borne by the Design-Builder and shall not result in a change to the Contract Price.

WSDOT will allocate its resources for the Project based on the Contract Time. WSDOT will accept a schedule update indicating an early Substantial Completion but cannot

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Complex Schedule Narrative and Outline

guarantee that WSDOT's resources will be available to meet said early Substantial Completion. Except as specifically provided in the Contract, no additional compensation will be allowed if the Design-Builder is not able to meet the early Substantial Completion indicated in a schedule update whether due to the unavailability of WSDOT's resources or for any other reasons. (I don't agree with this clause for conventional design-bid-build contracts where the work days are set by WSDOT but it deserves to be discussed).

Neither the Contract Schedule nor any of the schedule updates shall conflict with any time and sequencing requirement in the Contract.

If WSDOT deems that the Contract Schedule or any schedule update fails to provide the information required in this section, WSDOT may withhold progress payments until the a Contract Schedule or schedule update containing the required information has been submitted by the Design-Builder and approved by WSDOT. (another method to force compliance would be preferable – like delayed payment for a CPM bid item).

The WSDOT's approval of the Contract Schedule or any schedule update shall not transfer any of the Design-Builder's responsibilities to WSDOT. The Design-Builder alone shall remain responsible for adjusting forces, equipment, and Work schedules to ensure completion of the Project within the time(s) specified in the Contract.

FHWA Standard Specifications

Section 108. Prosecution and Progress

108.01 Subletting the Contract. Obtain the Agency's written permission before subletting, selling, transferring, assigning, or disposing of any portion of the Contract(s). Perform at least [30] percent of the total Contract cost unless otherwise specified. Designated "specialty items" may be subcontracted without regard to the [30] percent limitation. Be responsible for any subcontract or Contract transfer under the Contract and Bonds.

108.02 Progress Schedules. Provide all resources to complete the work. Submit a progress schedule to establish critical construction operations.

A. Activities Schedule Chart (ASC) and Written Narrative (WN). Use this scheduling method when specified. Detail the duration of major construction activities for working day or completion date contracts. Include subcontractor, vendor, and supplier activities.

1. *ACS Requirements:*

- a. Chronologically sequenced bar chart showing a minimum of [25] percent of the construction prosecution or preparation activities.
- b. Activity descriptions for each work category.
- c. Activity durations by work day or calendar day. Note nonwork intervals that exceed 3 consecutive days.

2. *WN Requirements:*

- a. Proposed work process sequence showing the interdependence of all major work items required to complete the project. Include supporting documentation such as shop drawing submittals, permits, fabrication, and delivery schedules.
- b. Description of work identifying each major project activity and milestone completion date.
- c. Description of each major work activity identifying the trade or entity performing the work, the scheduled duration by work days, and work location.
- d. Description of the ACS, work days each week, holidays, shifts each day, hours each shift, and major equipment used.

3. *Submitting Initial Schedule.* Provide the Engineer with two copies of the initial ACS and WN within [15] calendar days after receiving the *Notice of Award*.

Ensure that the construction schedule meets specified overall Contract and milestone dates. Submit a final ACS and WN that incorporates the Engineer's initial schedule review comments within [30] calendar days after receiving the *Notice to Proceed*. Engineer's review comments are nonbinding and do not constitute Agency acceptance of any portion of the schedule.

4. *Project Schedule Updates and Progress Payments.* Conduct job site meetings with the Engineer to verify ACS and WN accuracy. Hold meetings weekly or as required by the complexity of the project. Update ACS and WN as required to reflect actual work modifications and progress and to document approved Contract modifications. Submit three copies of updates or revisions to the ACS and WN within [48] hours of the job site meeting.

5. *Payment.* Consider costs to prepare ACS and WN incidental to Contract bid items.

B. Contractor-Prepared Critical Path Method (CPM) Schedule. Use this scheduling method when specified. Plan and record project construction with a conventional CPM schedule using an activity on arrow diagram. Include Subcontractor, vendor, and supplier activities.

1. *Submitting the Schedule.* Submit two copies of the initial CPM to the Engineer within [30] calendar days after receiving *Award of Contract*. Ensure that the schedule presented meets

specified overall Contract and milestone dates. Submit a final CPM that incorporates Engineer's initial schedule review comments within [60] calendar days after receiving the *Notice to Proceed*. Failure to provide a final schedule by that date will result in withholding all Contract payments until the schedule is final. Engineer's schedule review comments neither bind the Agency nor constitute acceptance of any portion of the schedule. Pursue only minor work items such as ordering materials, preparing working drawings, and mobilization before submitting the final CPM.

2. CPM Requirements.

- Activity node.
- Activity description.
- Activity duration.
- Sequence and interdependence of all activities.
- Shop drawing submittals and approvals.
- Fabrication and delivery activities.
- Network "dummies."
- Trade or entity performing the work.
- Work force involved by trade, equipment, work location and dollar value (base dollar value of each activity on the labor, materials, and equipment involved. Ensure that the total dollar value of all activities equals the Contract price).
- Work days each week, holidays, number of shifts per day, number of hours per shift.
- Major equipment to be used for each activity.

Obtain approval for activities continuing longer than [15] work days. Submit either a hand-drawn or computer-plotted activity on arrow diagram. Ensure that the diagram network is legible, readable, and easily understandable. Submit one reproducible sepia and three copies of network diagrams on ISO A1-size paper. Provide four copies each of the following for both the initially submitted schedule and all updates:

a. Computerized sorts by:

I-J

Total Float

Early Start

Trade Responsibility

b. 60-day look-ahead bar charts by early start.

c. An update narrative explaining project progress to date, work required in the succeeding update period, description of the critical path, and comments about potential problem areas.

3. Schedule Updates. Conduct (weekly) job site meetings with the Engineer to verify CPM accuracy. Update as required to reflect actual work modifications and progress and to document approved Contract modifications.

Revise activity on arrow diagrams for the following:

- Delay in completing any crucial activity.
- Prosecution of work that differs from that represented on the schedule.
- Added, deleted, or revised activities required by Contract modification.

Request time extensions under Subsection 108.06 only for Agency-caused delays that affect milestone dates or overall Contract completion date. Include support documentation.

Consider schedule float time a shared commodity between Agency and Contractor.

4. Payment. Consider costs to prepare the schedule incidental to Contract bid items.

C. *Critical Path Method (CPM) Schedule—Joint Preparation by the Agency and Contractor.* Use this scheduling method when specified.

Plan and record project construction with a conventional CPM schedule using an activity on arrow diagram. Include all Contractor, Subcontractor, vendor, and supplier activities.

Coordinate with the Agency scheduling expert to prepare the initial activity on arrow schedule.

Use Agency computers to process scheduling data.

1. *Schedule Submission.* Meet with the Agency's scheduling expert within [10] calendar days of Contract award to begin developing the initial schedule. Within [30] days of the *Notice to Proceed*, complete the initial schedule and present to the Engineer. Ensure that the schedule meets specified overall Contract and specific milestone dates.

Coordinate with the Agency to finalize the CPM schedule within [60] days of the *Notice*

to Proceed. Pursue only minor work items such as ordering materials, preparing working drawings, and mobilization before submitting the final CPM.

The Engineer's schedule review comments neither bind the Agency nor constitute acceptance of any portion of the schedule.

2. CPM Requirements.

- Activity nodes.
- Activity description.
- Activity duration.
- Sequence and interdependence of all activities.
- Fabrication and delivery activities.
- Network "dummies."
- Trade or entity performing the work.
- Work force involved by trade, equipment, work location, and dollar value. (Base dollar value on each activity of the labor, materials, and equipment involved. Ensure that the total dollar value equals the Contract price.)
- Work days each week, holidays, number of shifts each day, number of hours each shift.
- Major equipment to be used for each activity.

Obtain approval for any activities lasting longer than [15] work days.

The Engineer can limit the number of schedule activities.

Submit either a hand-drawn or computer-plotted activity on arrow diagram that is legible, readable, and easily understood. Submit one reproducible sepia and three copies of network diagrams on standard ISO A1 paper.

The Agency's computers may be used to provide [4] copies of the following:

a. Computerized sorts by:

I-J

Total Float

Early Start

Trade Responsibility

b. 60-Day look-ahead bar charts by early start.

c. Narrative explanation of project progress to date, work required in the succeeding update period, the critical path description, and comments about potential problem areas.

3. Schedule Updates. Hold monthly meetings with the Engineer to verify CPM accuracy. Update the CPM to reflect actual work modifications and progress and to document approved Contract modifications.

Revise activity on arrow diagrams for:

- Delay in completing any critical activity.
- Work progressing differently from that scheduled.
- Added, deleted, or revised activities required by Contract modification.

Request Contract completion time only for Agency-caused delays that affect milestone dates or Contract completion dates under Subsection 108.06. Include appropriate support documentation. Scheduled float time is a shared commodity between the Agency and the Contractor.

4. Payment. Costs to prepare the schedule are incidental to Contract bid items.